

RECEIVED

NOV 10 1999

City Manager's Office



**King County
Office of Public Defense**

Waltheu Building, 4th Floor
123 Third Avenue South
Seattle, WA 98104

(206) 296-7662 Screening
(206) 296-0587 FAX
(206) 296-5242 TTY/TDD

November 5, 1999

Eric C. Swansen
Senior Management Analyst
City of Shoreline
17544 Midvale Avenue North
Shoreline, WA 98133-4921

RE: 1999 Interlocal Agreement for Indigency Screening Services

Dear Mr. Swansen:

Enclosed please find two signed originals of the Interlocal Agreement for Indigency Screening Services between the City of Shoreline and the King County Office of Public Defense.

Should you have any questions, please feel free to contact me at (206) 296-7582.

Sincerely,

James C. Crane
Administrator

Enclosures



Kurt Ann - Larry has originals Sharon keep copy to you G
Tracking # I990003 12/17
(Assigned by Purchasing)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. Three (3) copies of the agreement document must be attached to this worksheet.
2. Amendments/change orders to agreements must include one (1) copy of the original agreement, along with two (2) copies of the actual amendment/change order.
3. All copies of the agreement should be signed by the consultant/contractor after review by the City Attorney.
4. All data requested on the worksheet must be provided, including expiration date and the authorized original total dollar amount (estimate both, if necessary).
5. Upon completion of the review process, three (3) copies of the agreement will be distributed as follows: (1) to the department, who should then forward the copy back to the contractor. (2) copies forwarded to the City Clerk's Office.

CONTRACT DESCRIPTION

Contract Originator: Larry Bauman
Department/Division: Health & Human Services Date: 12/8/98

Type of Contract: ☐ (C) Construction ☐ (G) Purchase of Goods ☐ (I) Intergov't Agreement
☐ (P) Personal Svcs ☐ (L) Lease Agreement ☐ (O) Other
☐ (A) Addendum ☐ (W) Public Works ☒ (S) Purchase of Services (all types)
☐ (GR) Grants attached

Contract Modification: Sections 2.1, 3, 6.3 (see strike-through draft) attached
- principal change is for hourly rate from \$20.50/hr. to \$22.39/hr.

Bid/RFP Number: N/A Escrow Acct. Set Up: ☐ Yes ☐ No

Brief Description: Interlocal agreement for public defense indigency screening

Name of Contractor, Lessor, Vendor: King County Office of Public Defense

Employer ID or SS # (required for Professional Services Contracts): N/A

Effective Date: Jan. 1, 1999 Termination Date: Auto. renewal unless 30-day notice is given

Total Amount of Contract: \$22.39/hr. Program # and Object: 1403-410
(including reimbursable expenses) (for 1999 est \$5000)

Source of Funds: General Fund

Payment Terms (monthly installments, progress payments, etc.): Monthly by invoice

Remarks: Principal change is to increase hourly rate from \$20.50 an hour to \$22.39 an hour to reflect changes in King County collective bargaining agreements.

SIGNATURE

ROUTE:

(Determined by
Purchasing)

- ☒ 1. Department Head
☒ 2. Purchasing
☒ 3. Budget
☒ 4. City Attorney
☒ 5. Purchasing

Date

L. Bauman 12-8-98
C. H. P. 12/19
J. L. S. 12/15
C. H. P. 12/15

- ☒ 6. City Council
(if required)

- ☒ 7. City Manager
☒ 8. City Clerk

Date

approved by Council
on 12/14/98
RA 12.17.98
R. A. Rose 12/18/98

Clerk's Receiving

No. 788

Date 12/18/99
R. A. Rose

Interlocal Agreement Between
King County and the City of Shoreline
Relating to Indigency Screening Services

This AGREEMENT entered into this 1st day of September, 1999 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Shoreline, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.030 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations:

1.1. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:

- 1.1.1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the statute;
- 1.1.2. Provide the same degree, type, and level of service as is customarily provided to residents of unincorporated King County;
- 1.1.3. Except as set forth in section 7.1 below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
- 1.1.4. Routinely schedule a trained screener to perform the screening for financial indigency.
- 1.1.5. The County will provide a substitute screener for scheduled and predictable absences by the regularly scheduled screener. The County will attempt to find a substitute for unscheduled and unpredictable absences by the regularly scheduled screener, but does not warrant that a substitute will always be provided or will be provided by the usual starting time.

1.2. In consideration of the promises of the County herein before set forth, the City promises to:

- 1.2.1. Provide work space for financial indigency screening that permits confidential information to be discussed in privacy;

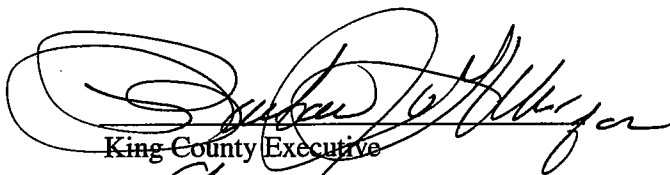
- 1.2.2. Make available a copy machine for use in duplicating materials required to perform these duties.
 - 1.2.3. Develop a system for notification of any temporary cancellations of the screener's services. If the Shoreline District Court is closed due to adverse conditions, the Office of Public Defense will be notified so the screener may be notified.
 - 1.2.4. Develop and transmit to the County the rate that is to be charged to those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the Office of Public Defense's procedure for calculating ability to contribute to the cost of defense.
2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this agreement in the following manner:
 - 2.1. The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of hours spent performing financial indigency screening services for the City of Shoreline, listed by date, at \$22.39 per hour. The hourly rate includes salary, benefits, and County overhead at 5.2%.
 - 2.2. Billing will be for actual time on the job, which may vary, depending on the number of defendants who present themselves for screening. The screener is expected to be present at Shoreline District Court from 9:00 am to 12:00 pm on Mondays. The screener may, at his or her discretion, work up to an extra hour if warranted by the demand for financial screening. Any time more than four hours in a single day must be authorized by the City prior to being worked.
 - 2.3. The invoice will include a credit for any promissory note fees collected by King County Office of Financial Management during the preceding month. Documentation of the amount collected will be attached to the invoice.
 - 2.4. The City shall remit payment to the County within thirty calendar days of receipt of the invoice.
3. Time of Performance: This agreement shall be effective the 1st day of September 1999, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter.
4. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement. The County reserves the right to increase fees of Section 2.1 of this agreement upon thirty days notice.

5. Termination: This agreement may be terminated without cause only after thirty (30) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given by the other. Any termination of this Agreement shall not terminate any obligation of either party incurred prior to such termination.
6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
 - 6.1. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
 - 6.2. All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
 - 6.3. The contact person for the City regarding citizen complaints about the indigency screening process is Carole, Office of Public Defense Interviewer ((206) 296-7826). The City of Shoreline contact regarding citizen complaints about the defense attorney performance is Customer Response Team ((206) 546-1700) ;
 - 6.4. Any controversy or claim arising out of or relating to this agreement shall be referred to a mediator selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten days from the date of his/her selection or at such other time as the parties may mutually agree. The results of the mediation shall be binding. The cost of the mediator, if any, shall be shared equally by the parties.
 - 6.4.1 Nothing in Section 6.4 shall affect the parties' right to terminate this agreement for cause, as per Section 5.
7. Indemnification:
 - 7.1. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

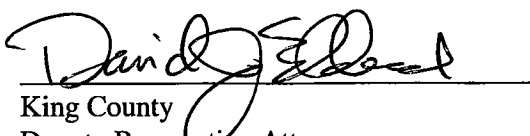
- 7.2. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- 7.3. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.
8. Audits and Inspection: The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six (6) years after termination hereof.
9. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

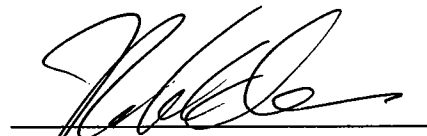
King County


King County Executive
9/22/99
Date

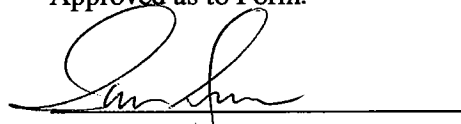
Approved as to Form:


King County
Deputy Prosecuting Attorney
6/16/99
Date

City of Shoreline


City Manager
6/14/99 KA
Date

Approved as to Form:


City Attorney
6/4/99 KA
Date